

PROFESSIONAL PROBATIONARY CONTRACT

ONE YEAR

State of Texas
County of Travis

Date given Employee: _____
Date returned by Employee: _____ Campus/Location: WHS

EANES INDEPENDENT SCHOOL DISTRICT hereby employs the undersigned professional employee;

Darren Allman and the Employee accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on an 12 month basis for the 2008-2009 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
2. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first day of instruction, the certification, service records, teaching credentials, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification, or the District.
 - 2.1 **Certification:** The Employee agrees to maintain the required certification throughout the term of employment with the District.
 - 2.2 **Qualifications:** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left behind Act of 2001, 20 U.S.C. § 7801, and by the TEA, to the extent required by law.
 - 2.3 **Failure to Maintain Certification or Qualifications:** If the Employee's certification expires, is canceled, or is revoked, or if the Employee fails to maintain highly-qualified status, this Contract is void.
3. **Representations.** The Employee makes the following representations:
 - 3.1 **Criminal History Review:** At the beginning of this Contract, and at any time during this Contract, the Employee agrees to submit to a review of his/her national criminal history record information if required by the District, TEA, or SBEC.
 - 3.2 **Beginning of Contract:** The Employee represents that he/she has disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
 - 3.3 **During Contract:** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. Employee agrees to provide such notification within seven calendar days or any shorter period specified in policy of the Board of Trustees ("Board").
 - 3.4 **False statements and misrepresentations:** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Employee in or concerning any required records or in the employment application may be grounds for termination or non renewal, as applicable.
4. **Duties.** The Employee agrees to perform his or her duties as follows:
 - 4.1 **General standard:** The Employee shall perform the duties of the position assigned as prescribed by state law and as may be assigned by the District. The Employee shall perform those duties with reasonable care, skill, and diligence.
 - 4.2 **Assignment/Reassignment:** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make changes in responsibilities, work, transfers, or classification at any time during the contract term.
 - 4.3 **Supplemental duty:** This Contract does not cover assignments of or payments for supplemental duties. Any such payments are not included as part of the annual salary under this Contract. This Contract does not create a property right to continued employment in any supplemental duty.
 - 4.4 **Rules:** The Employee shall comply with all Board and District directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended.
 - 4.5 **Requirements:** As part of this Contract and the compensation provided for hereunder, Employee shall be required to attend any applicable school graduation ceremonies and any requested school trainings, regardless of when conducted.
5. **Compensation.** The District agrees to pay the Employee compensation as follows:
 - 5.1 **Salary:** The District shall pay the Employee according to the compensation plan adopted by the Board. The Employee's salary includes consideration for any assigned duties, responsibilities, and tasks. The District shall pay the Employee's salary according to the District's established payroll schedule over twelve months.
 - 5.2 **Incentive and Performance Pay:** If Employee qualifies and if the District participates in such a program, Employee may receive incentive pay for performance under Texas Education Code Chapter 21, subchapters N and O. An incentive payment is not an entitlement as part of Employee's salary.
 - 5.3 **Overpayments:** The Employee agrees that the District may deduct any overpayment under this Contract from one or more of the Employee's paychecks.
 - 5.4 **Benefits:** The District shall provide benefits to the Employee as provided by state law and Board policies. The District reserves the right to amend its policies at any time during the Contract term to reduce or increase these benefits, at the Board's sole discretion.
6. **Other provisions.**
 - 6.1 **Equipment and reports:** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District and at the end of each school year.
 - 6.2 **Special funding:** Employment in federally or categorically funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination or non renewal, as applicable.
7. **Suspension.** In accordance with Texas Education Code, Chapter 21, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board.
8. **Termination, Non renewal, and Resignation.**
 - 8.1 **Termination:** This Contract will terminate upon a determination by the Board of good cause in accordance with applicable law, including Texas Education Code Section 21.211 and Board policy, financial exigency, or a program change.
 - 8.2 **Non renewal:** The District may non renew this Contract in accordance with Texas Education Code Chapter 21, as applicable, and Board policy.
 - 8.3 **Resignation:** Employee may be released from this Contract only in accordance with Texas Education Code Section 21.210 or with District approval pursuant to local policy.
9. **General provisions.**
 - 9.1 **Amendment:** This Contract may not be amended except by written agreement of the parties.
 - 9.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
 - 9.3 **Entire agreement:** All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the parties. Notwithstanding the foregoing, this Contract does not supersede any supplemental duties agreement between the parties. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.
 - 9.4 **Applicable law:** Texas law shall govern construction of this Contract.
 - 9.5 **Paragraph headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
10. **Notice to employee.** The Employee agrees to keep a current permanent address on file with the District's human resources office. The Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding this Contract or the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee's permanent address of record.

I have read this Contract and agree to abide by its terms and conditions:

Darren Allman
Employee

Mela Wellman
Superintendent or Assistant Superintendent of Human Resources

Date: March 2, 2009

Date: February 26, 2009

Expiration of offer. This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Human Resources Dept. on or before March 12, 2009. Failure to return the signed contract by this date shall be deemed the Employee's rejection of this offer of employment contract and the Employee's resignation from current employment, if any, at the end of the existing contract term.

THIS CONTRACT IS VALID FROM 3/2/09 THROUGH 6/30/09 ONLY. THIS SHALL SERVE AS YOUR OFFICIAL NOTIFICATION THAT UNLESS YOU RECEIVE NOTICE TO THE CONTRARY, YOU SHALL NOT BE OFFERED A NEW CONTRACT FOR THE 2009-2010 SCHOOL YEAR. THIS SERVES AS OFFICIAL NOTIFICATION OF YOUR NON-RENEWAL.